BENGALURU METROPOLITAN TRANSPORT CORPORATION

Central Offices:: Shanthinagar:: Bangalore

Proceedings of the Pre-Bid meeting held on 26.02.2024 regarding Selection of Service Provider for Procurement, Operation and Maintenance of 320 Nos. Low floor, 400mm floor height City type AC Electric Buses on Gross Cost Contract (GCC) Model under the scheme for Special assistance to States for capital investment 2023-24.

Tender No :BMTC/2023-24/SE0153/CALL-3Dated: 23.02.2024

Present:

Sl. No.	Committee Members
1	Chief Mechanical Engineer, BMTC
2	Chief Traffic Manager (O), BMTC
3	Controller of Stores & Purchase, BMTC
4	Chief Accounts Officer, BMTC
5	Chief Civil Engineer, BMTC

Sl No	Companies
1	M/s. OHM Global Mobility Private Limited

The Chief Mechanical Engineer, BMTC welcomed the committee members and also the representatives of the companies and informed that the Tender No :BMTC/2023-24/SE0153/CALL-3Dated: 23.02.2024 was floated for Selection of Service Provider for Procurement, Operation and Maintenance of 320 Nos. Low floor, 400mm floor height City type AC Electric Buses on Gross Cost Contract (GCC) Model under the scheme for Special assistance to States for capital investment 2023-24.

The queries submitted by the firms and the decision of BMTC are as under:

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
M/s. OHM Global Mobility Private Limited.,					
1	Volume I / Section 2 13.5 – Financial Proposal	17	While preparing the Financial Proposal, Bidders shall take into account the requirements and conditions of the RFP Document. The Bidder should quote per kilometer rate inclusive of electricity cost (including fixed charges, cess, surcharge taxes & other charges levied by BESCOMS time to time on account of charging of the buses). The other parameters i.e. cost of bus, cost of battery, cost of one charger and cost of electric infrastructure per depot has to be scanned and uploaded along with the technical bid as per Annexure-13.	The electricity cost considered is inclusive of current Energy Charges, Demand charges, FPPPA (Fuel & Power Purchase Price Adjustment) Charges & Electricity Tax. Any increase/decrease in the FPPPA cost also to be considered while revised the rates on account of electricity charges. The change in Electric Cost would be a change in law.	Adhere to tender condition. Please refer the tender document uplated on 23.02.2024.

2	Section 2 12.2	12	The Bid Security shall be valid for one hundred and eighty days (180) days and beyond any period of extension if requested under Section -2 Clause 15. Any Proposal not accompanied with the Bid Security of the required value and minimum required validity shall be rejected by the Authority as non-responsive.	Request to confirm the bid security Validity period. In NIT the required BG validity is mentioned as 225 days.	Adhere to tender condition. Please refer the tender document uplated on 23.02.2024.
3	Volume I / Section 2& Volume 3 22. PERFORMANCE SECURITY& 9.1.1	V I - 17 V3 – 39 of 210	22.1 The Successful Bidder shall furnish, within twenty-one (21) days of the issue of Letter of Acceptance (LoA), an unconditional Bank Guarantee (BG) from a Nationalized Bank or Scheduled Bank, for an amount of 5% of the annual contract value covering performance obligations and valid for a period of 120 days beyond the date of completion of the contract period.	22.1 The Successful Bidder shall furnish, within twenty-one (21) days of the issue of Letter of Acceptance (LoA), an unconditional Bank Guarantee (BG) from a Nationalized Bank or Scheduled Bank, for an amount of ~~5% of the contract value~~**Rs. 50,000 per Bus**covering performance obligations and valid for a period of 2 years initially. BG will be renewed every 2 years till the completion of the contract period.	Adhere to tender condition. Please refer the tender document uplated on 23.02.2024.
4	Volume I / Section 2 & Volume 3 22. PERFORMANCE SECURITY & 9.1.2	V II - 18 V3 – 39 of 210	22.2 BMTC will be providing a subsidy of Rs. 46,87,500/- (Indian Rupees Forty-six lakh eighty-seven thousand and five hundred only) per bus to the successful bidder. The BG shall be furnished for an amount equivalent towards subsidy given by BMTC per bus towards Subsidy Performance Security (as and when released by BMTC), valid for a period of 5 (five) years from the date of submission of BG.	22.2 BMTC will be providing a subsidy of Rs. 46,87,500/- (Indian Rupees Forty-six lakh eighty-seven thousand and five hundred only) per bus to the successful bidder. The BG shall be furnished for an amount equivalent towards subsidy given by BMTC per bus towards Subsidy Performance Security (as and when released by BMTC), valid for a period of 5 (five) years from the date of submission of BG.**The subsidy BG can be reducing year on year by 20% for the 5 (five) years**.	Adhere to tender condition. Please refer the tender document uplated on 23.02.2024.
5	ANNEXURE 12 Financial Proposal	42	Financial Offer	Request to confirm on the bid price to be keyed in the tender procurement website. In procure website, there are provisions to enter Taxes (GST). Currently GST is not applicable, and the cell is not accepting 0. Request to clarify.	To be clarified from helpdesk

6	Volume II Technical Specifications for 12m single decker buses	2	VI. Charging Time less than 2 hours- overnight charging	VI. Charging Time less than4 hours- overnight charging	Please refer the tender document uploaded on 23.02.2024.
7	Volume Ii 15.6	5	Seatingandgangwayetc: TypeApproved**HighBacktypeSeats2x2seatsasperAIS: 023**.Seat beltstobeprovidedwhereveritisnecessary.Provisionforwheelchair along ramp	Request to accept PPLD seats for Type I application.	Adhere to tender condition. Please refer the tender document uplated on 23.02.2024.
8	Volume II		Technical specifications: ITS	Request to include Camera based Automatic Passenger Counters (APC) in line with CESL, Government of India, PM E-Bus Sewa tender Technical specification clause no. 28 – 8 Camera Based Passenger Counters: 2 At each door as per the specifications in Annexure 1.	Not accepted
9	Volume III 4.1 Conditions Precedent	Page 19 of 210	4.1.2 (c) procured if required for the Service Provider the Right of Way to the Depot Site in accordance with the provisions of Clause 10.3.1; and	Kindly request you to consider "Procuring Right of Way to Depot site" shall be in the scope of the Authority.	Please refer the tender document uploaded on 23.02.2024.
10	Volume III 4.2 Damages for Delay by the Service Provider	Page 20 of 210	In the event that (i) the Service Provider does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in that Clause ,and (ii) the delay has not occurred as a result of breach of this Agreement by the Authority or due to Force Majeure, the Service Provider shall pay to the Authority Damages in an amount calculated at the rate of 0.25% (zero point two five percent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum amount equal to the Bid Security, and upon reaching such maximum,	In the event that (i) the Service Provider does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in that Clause ,and (ii) the delay has not occurred as a result of breach of this Agreement by the Authority or due to Force Majeure, the Service Provider shall pay to the Authority Damages in an amount calculated at the rate of ~~0.25%~~0.1% (zero point ~~two~~ ~~five~~one percent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum amount equal to the Bid Security, and upon reaching such maximum,	Adhere to tender condition. Please refer the tender document uplated on 23.02.2024.

11	Volume III 4.5 Damages for delay by the Authority	Page 20 of 210		Below Clause to be added: (a) In the event that the Authority does not procure fulfilment or waiver of the Conditions Precedent set forth in the Agreement, or, within the time period specified for the fulfilment of such Condition Precedent, the Authority shall pay to the Service Provider Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 20% (twenty per cent) of the Performance Security. If the Authority delays in fulfilling its Conditions Precedent such that the cap on Damages set out herein is breached, then the Authority may continue to pay the Service Provider Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each additional day's delay and if the Authority fails to pay such Damages, the Service Provider may, in its sole discretion, terminate the Agreement. Provided that in the event of a delay by the Service Provider in procuring fulfilment of any of its Conditions Precedent specified in Clause 4.1.3 and where such delay impacts the Authority's ability to fulfil any of its Conditions Precedents, no Damages shall be due or payable by the Authority under this Clause 4.5 until the date on which the Service Provider shall have procured fulfilment of the relevant Conditions Precedent specified in Clause 4.1.3.	Not accepted

12	Volume III 13.4.1 Supply of Prototype	Page 48 of 210	The Service Provider shall, no later than **30 days from the Letter of Acceptance,** provide to the Authority 3 (three) copies of the Designs and Drawings of the Prototypes, as specified in Schedule-F. The Service Provider shall also share homologation certificate and any propriety information forming part of Designs and Drawings of the Prototype	The Service Provider shall, no later than **60 days from the Letter of Acceptance,** provide to the Authority 3 (three) copies of the Designs and Drawings of the Prototypes, as specified in Schedule-F. The Service Provider shall also share homologation certificate and any propriety information forming part of Designs and Drawings of the Prototype	Adhere to tender condition. Please refer the tender document uplated on 23.02.2024.
13	Volume III 13.6 Supply of Prototype	Page 49 of 210	13.6.1 The Service Provider shall, **no later than 60 (thirty) days** or as per the mutually agreed delivery schedule from the Appointed Date, supply a Prototype bus (ensuring registration formalities are completed) and demonstrate to the Authority, tests and trials to be conducted in accordance with the provisions of Clause13.4.	13.6.1 The Service Provider shall, no later than **120 (One Hundred and Twenty)** days or as per the mutually agreed delivery schedule from the Appointed Date, supply a Prototype bus (ensuring registration formalities are completed) and demonstrate to the Authority, tests and trials to be conducted in accordance with the provisions of Clause13.4.	Adhere to tender condition. Please refer the tender document uplated on 23.02.2024.
14	Volume III 13.6 Supply of Prototype	Page 49 of 210	In the event that the Service Provider fails to supply the Prototype bus within the period specified in Clause 13.4.1, the Authority may recover from the Service Provider an amount of **INR 25,000/- excluding applicable taxes per day from the Performance Security** as Damages or part thereof, by which the delivery of the Prototype is delayed, provided that such Damages shall not exceed 10% (ten percent) of the Performance Security	In the event that the Service Provider fails to supply the Prototype bus within the period specified in Clause 13.4.1, the Authority may recover from the Service Provider an amount of **INR 5,000/- excluding applicable taxes per day from the Performance Securityas** Damages or part thereof, by which the delivery of the Prototype is delayed, provided that such Damages shall not exceed 10% (ten percent) of the Performance Security	Adhere to tender condition. Please refer the tender document uplated on 23.02.2024.
15	Volume III 13.9 Delay in Supply of buses	Page 50 of 210	13.9.1 In the event the Service Provider is unable to supply any Bus as per this Article 13, for reasons not attributable to the Authority the Service Provider shall pay Damages of **INR 1500/- (Indian Rupee one thousand five hundred only) plus applicable taxes for each day of delay for each Bus (whose procurement is delayed)** till the date of procurement of such bus. All these damages shall be excluding applicable taxes.	13.9.1 In the event the Service Provider is unable to supply any Bus as per this Article 13, for reasons not attributable to the Authority the Service Provider shall pay Damages of **INR 500/- (Indian Rupee five hundred only) plus applicable taxes for each day of delay for each Bus (whose procurement is delayed)** till the date of procurement of such bus. All these damages shall be excluding applicable taxes.	Adhere to tender condition. Please refer the tender document uplated on 23.02.2024.

16	Volume III 17.25.2	Page 69 of 210	The land required for each Maintenance Depot, shall be provided by the Authority to the Service Provider in accordance with the provisions of Article10.	1. Request Authority to provide Driver rest rooms at Opportunity Charging Locations for the buses coming in for Night Parking. 2. Request Authority to provide dedicated depots for EV Bus operations to avoid complications in sharing with other service providers.	Please refer the tender document uploaded on 23.02.2024.
17	Volume III 17.25.3	Page 69 of 210	Each Maintenance Depots will have provisions for repair and maintenance of at least _____ buses parking and charging facility for the entire Fleet of Buses.	Along with the space for Charing & Parking of buses, the Maintenance depot to be handed over by authority will also consist of. a) RCC Flooring b) Boundary compound wall c) Exit/Entry Gate d) Sufficient No. Service Pits/depot. e) Sufficient Covered Maintenance Bays/depot f) Washing Bays including sufficient No. of Bus washers/depot. g) Office room spaces. h) Storerooms spaces. i) Common Toilets	Please refer the tender document uploaded on 23.02.2024.
18	Volume III 17.25.4	Page 69 of 210	The Authority shall provide 11 KV (Eleven kilo volt), 3-phase connection for charging of Buses. The required up-stream power depending upon charging of buses will be provided by the Authority at the depots/bus stands earmarked for operation of electric buses. Subject to Clause 5.2, supply of electricity and water at the Maintenance Depots shall be procured by the Service Provider at its own expense and the Service Provider shall provide for a sub- station for step-up and step-down of power within the Maintenance Depots. It is clarified that the distribution of power for the purpose of charging Buses shall be arranged by the Service Provider, and it shall procure Applicable Permits for the same.	Request Authority to support depotwise in 11kV Electricity meter connection 'name change' (from BMTC) to Service Provider's name inorder to bring in the Renewable Energy for eBus Charging. This is to ensure the Project has Zero Carbon Footprint.	Please refer the tender document uploaded on 23.02.2024.

19	Volume III 22.3 Payment of Fee	Page 87 of 210	22.3.2 The Authority shall within a period of 30 (thirty) days from receipt of the invoice, subject to verification of the invoice against the records that it has in relation to the Bus Service, Fine to be levied by the Authority as per Key Performance Indicators defined in Article 20 and submission of proof of payments towards PF and ESI make the payments. All payments shall be made by the Authority to the Service Provider after making applicable deductions such as penalties and any tax at source under Applicable Law.	Kindly request you to make payment within 15days of receipt of Invoice	Adhere to tender condition. Please refer the tender document uplated on 23.02.2024.
20	Volume III 22.5 Payment for underutilized kilometre	Page 88 of 210	22.5.1 If the actual Bus Kilometres is below the assured utilization over a period of six months, then the payment for any underutilized kilometres shall be calculated on the following basis: Payment for underutilized kilometres: = [(Assured km of all contracted buses for the six-month period – Actual bus kilometres operated by all available fleet during the relevant period of six calendar months) X PK Fee X 0.75]	22.5.1 If the actual Bus Kilometres is below the assured utilization over a period of six months, then the payment for any underutilized kilometres shall be calculated on the following basis: **Payment for underutilized kilometres:** **= [(Assured km of all contracted buses for the six month period – Actual bus kilometres operated by all available fleet during the relevant period of six calendar months) X PK Fee X 1.0]**	Adhere to tender condition. Please refer the tender document uplated on 23.02.2024.
21	Volume III 22.6 Payment for Excess kilometre	Page 88 of 210	Payment for excess kilometer = [(Actual kilometers Operated by all available buses within contracted buses for the six-month period– (Assured km of all contracted buses for the six month period)) X PK Fee X 0.5]	Payment for excess kilometre = [(Actual kilometres Operated by all available buses within contracted buses for the six month period– (Assured km of all contracted buses for the six month period)) X PK Fee X 1.0]	Adhere to tender condition. Please refer the tender document uplated on 23.02.2024.

22	Volume III 227 Revision of Fee	Page 89 of 210	22.7.1 The Basic Quoted Rate per kilometer for Hiring of Electric AC Buses will be revised annually **@ 1.0% of Basic Quoted Rate from 3rd year of the date of COD** throughout the contractual period to accommodate price escalation on account of cost of maintenance, material and manpower. **However, for the first two years, there will be no revision for Hiring Charges** and any increase in electricity tariff will be borne by Authority only until 1.3 kwh/km and if reduction in electric city tariff will be passed on to Authority.	Request to amend the revision of fee in line with CESL Government of India tender clause, 22.4: "The Parties agree that the PK Fee shall be revised every 6-months from the date of signing of this Agreement to accommodate price escalation on account of cost of maintenance, material and manpower. "Revision in PK Fee" will be calculated based on the formulae given below: PK fees (revised) = (PK fees) + (PK Fee x (CPIMonth – CPIBase)/ CPIBase x 0.05) + (PK Fee x (MWMonth – MWBase)/ MWBase x 0.25) Where, CPI Base = Index value issued by Government of India's Labour Bureau's Consumer Price Index for Industrial Workers (CPI- IW) at the time of Bid end date. CPI Month = Index value issued by Government of India's Labour Bureau's Consumer Price Index for Industrial Workers (CPI- IW) for particular month when the price variation is applicable. MWBase = Minimum wages notified by the	Adhere to tender condition. Please refer the tender document uplated on 23.02.2024.
23	Volume III Article 23	90 & 91	TRAINING AND DEPUTATION OF GOVERNMENT EMPLOYEES	Article 23 to be deleted.	Adhere to tender condition. Please refer the tender document uplated on 23.02.2024.
24	Volume III 27.1 Escrow Account	Page 97 of 210	27.1.3 The Authority shall throughout the Contract Period maintain in the Escrow Account, estimated Fee payable to the Service Provider as a revolving fund and for this purpose, the Authority shall replenish with its own resources, any deficit that may arise in maintaining such balance of funds	27.1.3 The Authority shall throughout the Contract Period maintain in the Escrow Account, **3 (Three)** monthsestimated Fee payable to the Service Provider as a revolving fund and for this purpose, the Authority shall replenish with its own resources, any deficit that may arise in maintaining such balance of funds	Adhere to tender condition. Please refer the tender document uplated on 23.02.2024.

25	Volume III 32.3.3 In case of authority Default	Page 112 of 210	Upon Termination on account of BMTC Default, the BMTC shall pay to the successful bidder, by way of Termination Payment, an amount equal to: a) Debt Due b) 115% (one hundred and fifteen per cent) of the Adjusted Equity; and	Upon Termination on account of BMTC Default, the BMTC shall pay to the successful bidder, by way of Termination Payment, an amount equal to: a) Debt Due b) ~~150%~~ (one hundred and fifteen per cent) of the Adjusted Equity; and	Adhere to tender condition. Please refer the tender document uplated on 23.02.2024.
26	Volume III Schedule G	Page 160 of 210	Sr. No. Number of Buses (for 120 buses) Activity Timeline 1 - Release of Order M 2 01 Prototype delivery of bus M+ 90 days (A maximum extension of 15 days may be permitted In case of valid justification submitted by the L1 Bidder) 3 159 - First lot Within 3months from the date of supply of prototype bus Within 3 months from supply of prototype bus 4 160 – Second lot Delivery of 100% of tendered vehicles Within 6 months from supply of prototype bus	Sr. No. Number of Buses Activity Timeline 1 - Signing of Agreement M 2 01 Prototype delivery of bus M+ 90 days (A maximum extension of 15 days may be permitted In case of valid justification submitted by the L1 Bidder) 3 159 - First lot Within 3months from the date of supply of prototype bus Within 3 months from supply of prototype bus 4 160 – Second lot Delivery of 100% of tendered vehicles Within 6 months from supply of prototype bus	Adhere to tender condition. Please refer the tender document uplated on 23.02.2024.
27	Volume III Schedule L	Page 171 of 212	MAINTENANCE DEPOTS EQUIPMENT: (This is in addition to the specific equipment's required for electric buses)	MAINTENANCE DEPOTS EQUIPMENT (The maintenance depot equipment specified is only indicative and all equipment will be finalized based on the list recommended by OEM & service providers for bus O&M)	Please refer the tender document uploaded on 23.02.2024.

CME, BMTC

CTM(O), BMTC

CAO, BMTC 26/2/24

COSP, BMTC

CCE, BMTC